

[Health Code - Cleaning and Disease Prevention Standards in Tourist Hotels and Large Commercial Office Buildings]

Ordinance amending the Health Code to establish cleaning and disease prevention standards and practices in tourist hotels and large commercial office buildings to help contain COVID-19, or other contagious public health threats; to require training related to these standards for employees, provide certain protections to employees as they perform cleaning duties, and prohibit retaliation against employees for refusing to perform work under conditions they believe may be unsafe or for reporting such conditions or exercising rights protected by the ordinance; authorizing the Office of Labor Standards Enforcement to enforce the employee rights and protections under the ordinance; and to provide for administrative enforcement by the Department of Public Health, and for financial penalties and civil actions as authorized by City and state law.

NOTE: **Unchanged Code text and uncodified text** are in plain Arial font.
Additions to Codes are in *single-underline italics Times New Roman font*.
Deletions to Codes are in ~~*strikethrough italics Times New Roman font*~~.
Board amendment additions are in double-underlined Arial font.
Board amendment deletions are in ~~Arial font~~.
Asterisks (* * * *) indicate the omission of unchanged Code subsections or parts of tables.

Be it ordained by the People of the City and County of San Francisco:

Section 1. Article 11 of the Health Code is hereby amended by revising Section 581, to read as follows:

SEC. 581. PROHIBITED PUBLIC HEALTH NUISANCES.

1 (a) No Person shall have upon any premises or real property owned, occupied or
2 controlled by him, or her, or it, any public nuisance.

3 (b) The following conditions are hereby declared to be a public nuisance:

4 (1) Any accumulation of filth, garbage, decayed or spoiled food, unsanitary
5 debris or waste material, or decaying animal or vegetable matter, unless such materials are
6 set out for collection in compliance with Section 283 of this Code;

7 (2) Any accumulation of hay, grass, straw, weeds, or vegetation overgrowth;

8 (3) Any accumulation of waste paper, litter, or combustible trash unless such
9 materials are set out for collection in compliance with Section 283 of this Code;

10 (4) Any buildings, structures, or portion thereof found to be unsanitary;

11 (5) Any matter or material which constitutes, or is contaminated by, animal or
12 human excrement, urine, or other biological fluids;

13 (6) Any visible or otherwise demonstrable mold or mildew in the interiors of any
14 buildings or facilities;

15 (7) Any pest harborage or infestation, including but not limited to pigeons,
16 skunks, raccoons, opossums, and snakes, except for pigeon harborages that comply with
17 Section 37(e) of this Code;

18 (8) Any noxious insect harborage or infestation including, but not limited to
19 cockroaches, bed bugs, fleas, scabies, lice, spiders or other arachnids, houseflies, wasps,
20 and mosquitoes, except for harborages for honey-producing bees of the genus *Apis* regulated
21 by ~~the~~ California Food and Agriculture Code Sections 29000 et seq. which are not otherwise
22 determined to be a nuisance under State law;

23 (9) Any article of food or drink in the possession or under the control of any
24 person which is tainted, decayed, spoiled, or otherwise unwholesome or unfit to be eaten or
25

1 drunk. The term "food" as used in this ~~subparagraph~~ subsection (b)(9) includes all articles used
2 for food and drink by humans, whether simple, mixed, or compound;

3 (10) Any lead hazards which are within the control of the Owner or Manager of
4 the building, structure, or property. Unless otherwise stated in this Article 11, the term "lead
5 hazards" as used in this ~~subparagraph~~ subsection (b)(10) shall have the same meaning as that
6 set forth in Section 1603 of this Code. ~~For the purposes of this subparagraph, and~~ the term
7 "children" as used in Section 1603 ~~of this Code~~ shall mean any person who is up to 72 months
8 of age. For the purposes of this ~~subparagraph~~ subsection(b)(10), any paint, ~~both whether~~ interior
9 ~~and or~~ exterior, found on buildings and other structures built before 1979 is presumed to be
10 lead-based paint; such presumption may be rebutted by competent evidence demonstrating
11 that such paint is not lead-based paint;

12 (11) Any vacant lots, open spaces, and other properties ~~in the City and County of~~
13 ~~San Francisco~~, which become infested with poison oak (*Toxicodendron diversilobum*) or poison
14 ivy shrub (*Rhus toxicodendron*), hereafter referred to as poisonous growth;

15 (12) Any violation of Section 37 of this Code;

16 (13) Any violation of Section 92 of this Code;

17 (14) Any violation of Section 590 of this ~~Article~~ Code;

18 (15) Any violations of Sections 29.10, 29.17, 29.25, 29.27.-1 or 29.31 of this
19 Code;

20 (16) Any violation of Article 11B of this Code;

21 ~~(17)~~ (16) Any violations of rules or regulations the Director adopts to implement
22 the provisions of this Article 11 or applicable provisions of State law; ~~and~~

23 ~~(18)~~ (17) Anything else that the Director deems to be a threat to public health and
24 safety.

1 Section 2. The Health Code is hereby amended by adding Article 11B, consisting of
2 Sections 625.1 through 625.7, to read as follows:

3
4 **ARTICLE 11B: HEALTHY BUILDINGS**

5
6 **SEC. 625.1. NAME OF ORDINANCE.**

7 *This Article 11B shall be known as the “Healthy Buildings Ordinance.”*

8
9 **SEC. 625.2. DEFINITIONS.**

10 *As used in this Article 11B, the following terms shall have the following meanings:*

11 *“City” means the City and County of San Francisco.*

12 *“Contagious Public Health Threat” means any contagious, infectious, or communicable*
13 *disease that the Department may from time to time determine poses an imminent and proximate threat*
14 *to public health in the City, and includes SARS-CoV-2, the novel coronavirus that causes COVID-19.*

15 *“Covered Establishment” means a Tourist Hotel or Large Commercial Office Building within*
16 *the geographic boundaries of the City.*

17 *“COVID-19” means the Coronavirus Disease 2019.*

18 *“Department” means the San Francisco Department of Public Health.*

19 *“Disinfectant” means an Environmental Protection Agency (EPA)-registered product that is*
20 *qualified for use against Contagious Public Health Threats, and as further defined in Section*
21 *625.3(c).*

22 *“Employee” or “Employees” means full-time and part-time employees, casual or on-call*
23 *employees, or independent contractors and their employees, who perform work as described in Section*
24 *625.3 at the Covered Establishment, whether employed or hired directly by the Operator of the*
25 *Covered Establishment or by another entity.*

1 "Employee Dining and Break Rooms" means any space designated by the Operator for
2 Employees to take legally or contractually mandated breaks, or other breaks, ~~or frequently used by~~
3 Employees to take such breaks authorized or approved by the Operator.

4 "Frequently Touched" means any physical surface or object that is typically touched by
5 multiple individuals during the course of a day.

6 "Large Commercial Office Building" means any building or Set of Buildings containing more
7 than 50,000 square feet of Office Space. "Large Commercial Office Building" does not include either
8 1) a building or Set of Buildings owned or controlled by the City or by any other unit of government,
9 whether local, state, or federal, or 2) any premises within a building or Set of Buildings leased or
10 occupied by the City or by any other unit of government, whether local, state or federal, for which in
11 either case the City or any other unit of government is required to provide cleaning or other janitorial
12 services.

13 "Office Space" has the meaning set forth in Planning Code Section 320(f).

14 "Operator" means any person or business entity that employs or hires Employees directly or
15 indirectly to perform work as described in Section 625.3 at a Covered Establishment.

16 "Set of Buildings" means more than one building on the same lot, adjacent lots, or same block,
17 in each case owned by the same individual or entity, or related companies of such individuals or
18 entities.

19 "Tourist Hotel" means any building or Set of Buildings containing six or more guest rooms or
20 suites of rooms intended or designated to be used for commercial tourist use by providing
21 accommodation to transient guests on a nightly basis or longer, as defined in Administrative Code
22 Section 41.4. "Tourist Hotel" does not include a hotel, or any guest rooms or suites within such a
23 hotel, procured, leased, rented, or controlled by the City for the purpose of sheltering people as part of
24 the City's COVID-19 response or response to any other Contagious Public Health Threat.

1 **SEC. 625.3. CLEANING STANDARDS FOR COVERED ESTABLISHMENTS.**

2 (a) *Each Operator shall establish, implement, and maintain written cleaning and disease*
3 *prevention standards designed to minimize the risk of transmission of the novel coronavirus that causes*
4 *COVID-19 or other Contagious Public Health Threats as they arise.*

5 (b) *Hand washing stations shall be provided on every floor of the Covered Establishment.*
6 *This requirement does not apply to Tourist Hotels that authorize housekeeping Employees to*
7 *wash hands in guest rooms.*

8 (c) *Disinfectant. The cleaning and disease prevention standards established under this*
9 *Section 625.3 shall provide for disinfection of porous and non-porous surfaces using appropriate*
10 *Disinfectants. ~~Disinfectants used must be labeled to be effective against viral pathogens.~~*
11 *~~Bleach and alcohol solutions must meet standards approved by the Department for effective~~*
12 *~~use.~~ If no Disinfectant exists that may be used on ~~non~~-porous surfaces effectively or without causing*
13 *damage to the material, the Operator shall use such other cleaning agent as is appropriate for the*
14 *material while using a Disinfectant on all other surfaces. Each Operator shall follow the*
15 *manufacturer's instructions for all cleaning and disinfection products for concentration, application*
16 *method, and contact time for safe and effective use. Additionally, Employees shall be trained in the*
17 *proper use of cleaning and disinfection products per the product manufacturer's guidelines and*
18 *Cal/OSHA safety requirements.*

19 (d) *High-contact areas, items, and fixtures. The cleaning and disease prevention standards*
20 *established under this Section 625.3 shall identify "high-contact" areas, items, and fixtures with which*
21 *Employees or guests may be expected to have regular physical contact. These shall include, at a*
22 *minimum, those areas, items, and fixtures identified in subsections (e) and (f), but shall also include*
23 *any other high-contact areas, items, and fixtures; provided, however, that subsections (e) and (f)*
24 *shall not apply to areas of Covered Establishments that are closed to Employees and/or*
25 *guests.*

1 (e) Regular cleaning and disinfection. The following high-contact areas, items, and fixtures
2 shall be cleaned and disinfected multiple times daily, and more frequently where appropriate. For
3 some of the matters addressed in subsections (e)(1)-(9), additional requirements apply as stated.
4 Unless otherwise stated, references in this Section 625.3 to “surfaces” do not include ceilings.

5 (1) Public and Employee areas. All Frequently Touched surfaces in lobbies,
6 lounges, waiting areas, hallways, handwashing facilities, other public areas or other areas designated
7 for Employees, such as break and locker rooms; including as surfaces without limitation, walls,
8 floors, windows and other glass surfaces, desks, table tops and furniture, countertops, door
9 handles, and light switches. Porous surfaces such as carpeted floors, rugs, and drapes, shall be
10 disinfected using Disinfectant identified for the item, or where not, using appropriate cleaners
11 indicated for use on these surfaces.

12 (2) Elevators. All Frequently Touched surfaces, internal and external, for
13 elevators, including without limitation elevator buttons and controls, walls, floors, and handrails.

14 (3) Stairways, stairwells, and escalators. All Frequently Touched surfaces on
15 stairways, stairwells, and escalators, including without limitation handrails.

16 (4) Restrooms. All Frequently Touched surfaces, fixtures, and facilities in public
17 and non-public restrooms, including without limitation sinks, faucets, mirrors, soap dispensers, dryers,
18 paper towel dispensers, toilets, doors, walls and floors of bathroom stalls, toilet paper and paper towel
19 dispensers, door handles, walls, and floors. In addition, hand sanitizer and soap shall be available in
20 all public restrooms.

21 (5) Meeting rooms. All Frequently Touched surfaces and objects in meeting
22 rooms and convention spaces, including without limitation walls, floors, table tops, chairs, dry erase
23 boards; also, markers, staplers, tape dispensers, remote controls, table projectors, charging ports,
24 podiums, and microphones and other equipment used for transmitting information to attendees.
25 Regular cleaning and disinfecting shall occur, among other times, during meeting breaks.

1 (6) Multi-use instruments and items. Instruments and other items used by multiple
2 individuals such as computer keyboards, touch screens, credit card readers, printers, telephones, light
3 switches, ~~non-disposable~~ restaurant menus, and ice and vending machines.

4 (7) Doors. Doors and door handles at all exterior entrances, and door handles at
5 interior entrances regularly accessed by multiple Employees and guests. In addition, each Operator
6 shall have dedicated personnel responsible for regularly disinfecting exterior doors, ~~and a~~ At any time
7 that ~~such~~ doors ~~used as a primary public entrance~~ cannot open automatically or be propped open,
8 the Operator shall assign a gloved employee to open them.

9 (8) Dining and bar facilities. All ~~Frequently Touched~~ surfaces and objects in
10 dining areas, including without limitation dining rooms, lunch areas, and restaurants or cafes on the
11 premises that are defined as “Food Facilities” under California Health and Safety Code Section
12 113789(a), shall be maintained in compliance with the California Health and Code Sections 113700, et
13 seq., or any successor provision.

14 (9) Shipping and receiving areas. All ~~Frequently Touched~~ surfaces and objects
15 in shipping and receiving areas, including without limitation waste management areas and loading
16 docks.

17 (f) Tourist Hotels. In addition to the requirements of subsection (e), these requirements
18 also apply to Tourist Hotels:

19 (1) All surfaces, items, and furnishings in Tourist Hotel guest rooms (including suite
20 areas) that have been occupied in the preceding 24 hours shall be cleaned and disinfected on a daily
21 basis, unless the guest requests otherwise. Such surfaces include, without limitation, ~~walls, windows,~~
22 mirrors, desks, table tops, furniture, minibars, interior and exterior door handles, interior door locks,
23 faucets, toilets, ~~bed headboards and footboards,~~ light switches, TV remote controls, telephones,
24 keyboards, and touch screens. Porous surfaces such as carpeted floor, rugs, and drapes, shall be
25

1 disinfected using Disinfectant where available for the item, or where not, appropriate cleaners
2 indicated for use on these surfaces.

3 (2) ~~Bed linens and towels shall be changed no less than daily, unless the~~
4 ~~guest requests that they be changed less frequently.~~ Towels, bed linens, B~~ed~~ scarves, and
5 bedspreads shall be changed upon the end of each guest's stay in the Tourist Hotel. All dirty linens
6 and laundry shall be cleaned at high temperatures and according to the CDC Guidelines for
7 Environmental Infection Control in Health-Care Facilities.

8 (3) Hand sanitizer dispensers shall be installed in main entrances and exits utilized
9 by Employees and guests and in other high-contact public areas, including without limitation fitness
10 centers, pools, salons, check-in and check-out counters, lobbies, and lounges, and near elevators and
11 multi-use instruments.

12 (4) Restrooms in occupied Tourist Hotel guest rooms shall be cleaned and
13 disinfected once per day, absent special circumstances requiring more frequent cleaning, unless the
14 guest requests less frequent cleaning/disinfecting.

15 (5) If there is a reasonable basis to believe that a specific guest room was occupied
16 by an individual infected with COVID-19 or any other Contagious Public Health Threat, the Operator
17 must remove the guest room from use until the Department confirms that it is safe for re-use. If the
18 Department confirms that the room was exposed to a positive case of COVID-19 or other Contagious
19 Public Health Threat, the guest room must undergo a more stringent sanitization protocol per the CDC
20 "Cleaning and Disinfection for Community Facilities" recommendations, or other protocols as may be
21 deemed appropriate by the Department.

22 (6) ~~No A~~ A Tourist Hotel may not advise, nor may it offer any incentive, of a
23 financial nature or any other nature, to, any guest to decline guest room cleaning on a daily basis or
24 otherwise relax the standards set forth in this subsection (f). Guests are presumed to elect daily guest
25 room cleaning unless the guest affirmatively indicates a preference not to receive daily room cleaning.

1 (g) Posting of cleaning and disease prevention standards. Copies of the cleaning and
2 disease prevention standards referenced in subsection (a) shall be posted in areas where Employees
3 regularly receive daily instruction regarding work duties and on bulletin boards where the Operator
4 regularly posts official communications with Employees. Copies of the cleaning and disease prevention
5 standards shall be made available to guests, to Employees, and to Employee bargaining representatives
6 upon request, and shall be translated into any language spoken by 20% or more of Employees at the
7 Covered Establishment. Copies of the cleaning and disease prevention standards shall be submitted
8 electronically to the Department upon request.

9 (h) All Operators shall maintain a compliance log of all cleaning and sanitation performed
10 in compliance with this Section 625.3, and shall make it available to the Department upon request.

11 (i) Guidance of public health authorities. Any other relevant guidance regarding cleaning
12 and disease prevention standards issued by the Department, the California Department of Public
13 Health, Cal/OSHA, the Centers for Disease Control, and/or other regulatory agencies, or established
14 pursuant to Executive Order of the Mayor, County Health Officer, Governor, State Health Officer, or
15 President shall be followed by the Covered Establishment. In the event that such guidance
16 recommends providing employees with a notice related to COVID-19 or other Contagious Public
17 Health Threat (for example, a general exposure advisory or a recommendation of quarantine), each
18 Operator shall ensure that all Employees to which such recommendations relate and their bargaining
19 representatives, if any, receive such notice as expeditiously as possible. In the event of a conflict
20 between this Section 625.3 and cleaning and disease prevention standards adopted by one or more of
21 the public health authorities encompassed within this subsection (i), the most stringent standard shall
22 apply.

23
24 **SEC. 625.4. EMPLOYEE PROTECTIONS, TRAINING, AND NON-INTERFERENCE**
25 **WITH PROTECTED EMPLOYEE RIGHTS.**

1 (a) Employee protections.

2 (1) Employees shall be provided with personal hand sanitizers effective against
3 Contagious Public Health Threats including COVID-19, at no cost to the Employee.

4 (2) Employees shall be provided with face coverings, gloves, and all Personal
5 Protective Equipment (PPE) necessary to safely perform the work required to comply with this Article
6 11B, at no cost to Employees. Such PPE shall be replaced, cleaned, and used in conformance with
7 manufacturer directions. Medical waste disposal containers shall be provided where ~~needed~~
8 Employees are required to collect, clean, or dispose of medical waste such as syringes.

9 (3) Items, clothing, and equipment that have been used by an Employee but are to be
10 transferred to another Employee, or used by an Employee on one shift and to be transferred to another
11 Employee on a subsequent shift, shall be cleaned and disinfected before being transferred.

12 (4) Employees shall be given adequate time during their work hours to perform the
13 cleaning, disinfecting, and disease prevention duties imposed by this Article 11B.

14 (5) If the Department recommends that Employees undergo testing for COVID-19 or
15 any other Contagious Public Health Threat, Operators shall ensure that such Employees may receive
16 testing as recommended by the Department. Such testing shall be at no cost to the Employee, and shall
17 occur on paid time, including time required to travel to and from testing sites.

18 (b) Employee Training. For all Employees assigned cleaning and/or disinfecting duties
19 pursuant to Section 625.3, each Operator shall provide comprehensive and ongoing training in the
20 following subjects: COVID-19 or, as applicable, other Contagious Public Health Threat symptoms,
21 how COVID-19 or other Contagious Public Health Threats are spread, prevention of the spread of
22 COVID-19 or other Contagious Public Health Threats, the requirements of this Article 11B, and
23 Employee rights and responsibilities under this Article. Such training shall be performed on paid time
24 and shall be conducted in all languages in which the Employee is fluent spoken by 20% or more
25 of the Employees at a Covered Establishment.

1 (c) No Operator or Covered Establishment or other person shall discharge, demote,
2 suspend, or fail to promote any Employee, or threaten to do any of the foregoing; reduce the
3 compensation, increase the workload, or change the duties of any Employee, or threaten to do any of
4 the foregoing; impose fees or charges on any Employee, or threaten to do either; or in any manner
5 discriminate or otherwise take adverse action against any Employee, or threaten to do so, for opposing
6 any practice proscribed by this Article 11B, participating in investigations or proceedings related to
7 this Article, seeking to enforce the Employee's rights or the rights of another Employee under this
8 Article by any lawful means, or otherwise asserting rights under this Article.

9 (d) No Operator, Covered Establishment, or any other person shall take any adverse action
10 as described in subsection (c) against any Employee for refusing to perform work that the Employee
11 reasonably believes poses a personal health risk or a health risk to others because of a failure to
12 adhere to the requirements of this Article 11B.

13 (e) No Operator, Covered Establishment, or other person shall take any adverse action as
14 described in subsection (c) against any Employee for reporting or disclosing work conditions the
15 Employee reasonably believes pose a personal health risk or a health risk to others because of a failure
16 to adhere to the requirements of this Article 11B.

17 (f) No Operator, Covered Establishment, or other person shall interfere with any
18 Employee's exercise of rights protected under this Article 11B, including but not limited to rights
19 protected under this Section 625.4.

20 (g) Protections of this Section 625.4 shall apply to any Employee or other person who
21 mistakenly, but in good faith, alleges noncompliance with this Article 11B. Taking adverse action
22 against an Employee or other person within 90 days of their having exercised rights protected under
23 this Article shall raise a rebuttable presumption that the party taking the adverse action did so in
24 retaliation for the exercise of such rights.

1 (h) This Section 625.4 shall be implemented and enforced by the Office of Labor Standards
2 Enforcement, which may promulgate regulations and guidelines for such purposes.

3
4 **SEC. 625.5. ENFORCEMENT.**

5 (a) As stated in Health Code Section 581, a violation~~s~~ of the cleaning or disinfecting
6 standards established under Section 625.3 shall be considered a nuisance under Section 581, or any
7 successor provision.

8 (b) The Department shall have authority to enforce Section 625.3 under Health Code
9 Sections 594, 595, 596, 596.5, 599, 600, and 610, including by issuance of an order of closure as
10 provided by Health Code Section 596(i)(6), or any successor provision.

11 (c) Any Employee or former Employee may bring a civil action in the San Francisco
12 Superior Court for a violation of Section 625.4, and may be awarded:

13 (1) All actual damages (including, but not limited to, lost pay and benefits) suffered
14 by the Employee, or statutory damages in the sum of \$1,000, for each violation whichever is greater;
15 and

16 (2) Exemplary damages, as authorized under California Civil Code Section 3294, or
17 any successor provision; and

18 (3) The court shall award reasonable attorneys' fees and costs to an Employee who
19 prevails in any such enforcement action.

20 (d) Nothing in this Article 11B shall preclude any person from bringing a civil action based
21 on any requirements set forth in this article, or facts and circumstances that may constitute a violation
22 of this Article, where such civil action is otherwise recognized under the law.

23
24 **SEC. 625.6. UNDERTAKING FOR THE GENERAL WELFARE.**

1 In enacting and implementing this Article 11B, the City is assuming an undertaking only to
2 promote the general welfare. It is not assuming, nor is it imposing on its officers and employees, an
3 obligation for breach of which it is liable in money damages to any person who claims that such breach
4 proximately caused injury.

5
6 **SEC. 625.7. SEVERABILITY.**

7 If any section, subsection, sentence, clause, phrase, or word of this Article 11B, or any
8 application thereof to any person or circumstance, is held to be invalid or unconstitutional by a
9 decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining
10 portions or applications of the Article. The Board of Supervisors hereby declares that it would have
11 passed this Article and each and every section, subsection, sentence, clause, phrase, and word not
12 declared invalid or unconstitutional without regard to whether any other portion of this Article or
13 application thereof would be subsequently declared invalid or unconstitutional.

14
15 Section 3. Effective Date. This ordinance shall become effective 30 days after
16 enactment. Enactment occurs when the Mayor signs the ordinance, the Mayor returns the
17 ordinance unsigned or does not sign the ordinance within ten days of receiving it, or the Board
18 of Supervisors overrides the Mayor's veto of the ordinance.

1 Section 4. Scope of Ordinance. In enacting this ordinance, the Board of Supervisors
2 intends to amend only those words, phrases, paragraphs, subsections, sections, articles,
3 numbers, punctuation marks, charts, diagrams, or any other constituent parts of the Municipal
4 Code that are explicitly shown in this ordinance as additions, deletions, Board amendment
5 additions, and Board amendment deletions in accordance with the “Note” that appears under
6 the official title of the ordinance.

7
8 APPROVED AS TO FORM:
9 DENNIS J. HERRERA, City Attorney

10 By: /s/ Virginia Dario Elizondo
11 VIRGINIA DARIO ELIZONDO
12 Deputy City Attorney

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